

Centerville

PPME #2003 (Public Works)

7/1/2005 6/30/2008

AGREEMENT

between

CITY OF CENTERVILLE, IA

and

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

IUPAT, LOCAL UNION NO. 2003

AFL - CIO

July 1, 2005 to June 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Centerville, Iowa, hereinafter referred as "Employer", and Public Professional and Maintenance Employees, Local Union No. 2003, International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as "Union".

ARTICLE I.

Recognition

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 1412, as amended, dated August 8, 1979.

Included: All employees of the City of Centerville in the street department and sewer utility department.

Excluded: Sewer utility supervisor, assistant sewer utility supervisor, street commissioner, assistant street commissioner and all other employees excluded by Section 4 of the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be.

ARTICLE II.

Definitions

Section 1. A probationary employee is an employee who has not successfully completed six (6) consecutive months of continuous service, during which time the probationary employee may be removed or discharged from such position by the Employer without cause and without the right of appeal. A probationary period shall be and shall not exceed six (6) months.

Section 2. A regular employee is an employee who has completed the probationary period and is working on a regularly scheduled basis. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 3. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE III

Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a. the right to manage the Employer's operations and to direct the working force;
- b. the right to hire employees;
- c. the right to maintain order and efficiency;
- d. the right to extend, maintain, curtail or terminate operations of the Employer within the street and sewer utility departments;
- e. the right to determine the size and location of the Employer's operations and to determine the equipment to be used;
- f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g. the right to create, modify and terminated departments, job classifications and job duties;
- h. the right to transfer, promote and demote employees;
- i. the right to discipline;
- j. the right to suspend and discharge employees for proper cause;
- k. the right to lay off;
- l. the right to determine the number and starting times of shifts, the number of hours and days in the work-week, hours of work, and the number of persons to be employed by the Employer at any time;
- m. the right to enforce and require employees to observe rules and regulations set forth by the Employer within the street and sewer utility departments;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE IV

Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a. that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and
- c. that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership to the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

Section 4. The Employer shall provide the Union with space on a bulletin board in a convenient place to be used by the Union for the posting of official notices and bulletins. Said Union notices must be signed by the Union Representative, which includes steward of Local Union No. 2003.

Section 5. The Employer shall permit a limited amount of legitimate Union activity by local Union representatives for the purpose of handling the usual type of Union business, such as grievances, posting of notices, and giving of information; provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that the work load requirements will not suffer as a result of such activity. Normally, such time will not exceed one-half (1/2) hour and will require the attention of only one (1) representative. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur.

ARTICLE V

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letter, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the legal censures of the Act shall apply. This includes, but is not limited to, the censures set out in Section 20.10 - 20.12.

ARTICLE VI

Dues Checkoff

Section 1. The Employer shall deduct Union dues from the pay of employees under the following terms and conditions, to-wit:

- a) Dues will be deducted only from the pay of those employees who have requested, in writing, that the Employer makes such deductions.
- b) Dues deductions may be terminated by any employee on thirty (30) days' written notice to the Employer; the employee shall give a copy thereof to the Union, but failure to do so does not affect the notice to the Employer, nor affect the termination of the deduction.
- c) The Union's Representative shall certify to the City Clerk of the Employer the amount of dues to be deducted from each paycheck.
- d) The money deducted will be turned over to the Treasurer of the Union not later than ten (10) days after it is withheld, together with a list showing the name of each employee from which money was deducted; the Union shall furnish the name and address of the current Treasurer to the City Clerk as often as the same is changed.

Section 2. It is expressly understood that the Employer assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that an employee is not actually working for and on the payroll of the Employer. In the event of error on the checkoff list, the Employer will not be responsible to make adjustments until notified of the error by the treasurer of the Union.

Section 3. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of any action taken or not taken under the provisions of this chapter.

Section 4. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

Section 5. The employee may request additional deductions from the employee's pay for any purpose approved by the Union and by the Employer.

ARTICLE VII

Seniority

Section 1. Seniority shall mean the status, priority or precedence obtained as a result of an employee's length of continuous service with the Employer and shall commence on the last date of employment and become applicable immediately following completion of the probationary period.

Section 2. The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority list to the Union. At any time that a seniority list is revised during the terms of this Agreement, a revised list shall be posted and a copy shall be given to the Union.

Section 3. An employee shall lose seniority rights upon voluntary quit, discharge, absence from work for two (2) consecutive days without notifying the Employer, lay-off for a period longer than twelve (12) months, an unexcused failure to report to work on the next scheduled work-day after the completion of a leave of absence or a vacation, or failure to report to work within fourteen (14) calendar days after written notice of recall is mailed by United States Certified Mail with return receipt requested to the employee's last known address and retirement.

ARTICLE VIII

Procedures for Staff Reduction

Section 1. In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and, if qualifications, ability to perform and physical fitness are equal between or among affected employees, senior shall govern. Temporary, part-time and probationary employees performing duties within the job classification from which employees have been or are to be laid off are to be laid off first and have no recall rights.

Section 2. An employee to be laid off will be notified thereof in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

Section 3. Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classifications from which employees have been laid off until all employees laid off from that classification have been given notice or recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Section 5. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE IX

Hours of Work

Section 1. The normal workweek for employees shall consist of forty (40) hours per week, except as modified pursuant to this Agreement. This provision shall not be construed as a guarantee by the Employer of any amount of work in a workweek or as a limitation on the number of hours of work in any workweek.

Section 2. The normal workday of employees shall commence at 7:00 a.m. and shall end at 4:00 p.m. during which period and employee shall receive a one (1) hour unpaid meal period unless otherwise mutually agreed. The normal workweek for an employee shall commence Monday and shall end Friday.

Section 3. An employee shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last halves of the employee's scheduled workday.

Section 4. It is understood and agreed that the normal work-week and the normal work-day set out herein may be changed by the Employer from time to time to meet the Employer's requirement. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working condition, and in the event at least five (5) days' notice.

Section 5. A workweek, for purposes of this Agreement, shall commence at 12:01 a.m. on Monday and continue until 12:00 midnight on the following Sunday.

Section 6. During the summer months, the normal workday may be changed to ten (10) hours with the normal workweek consisting of four (4) days. The schedule for normal hours of work shall be changed by mutual agreement between the Employer (discretion of Supervisor and consent of the Mayor) and the majority of the employees affected. Hours worked by an employee other than those normally scheduled, shall be paid at the overtime rate.

ARTICLE X

Overtime

A. Overtime

Section 1. All overtime work must be authorized or approved by the Employer. An employee shall be required to work such overtime, as the Employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation, or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. Any work in excess of eight (8) hours per day shall be considered overtime. Any work on Saturday or Sunday, unless such work is scheduled as part of the normal work-week for an employee under Article IX, Section 5, or unless an employee had an unpaid scheduled work-day during said work-week, shall be considered overtime.

Section 5. Overtime shall be computed at one and one-half (1 1/2) times the employee's straight time hourly rate of pay. An employee may request compensatory time off in lieu of cash payment and the City will make a reasonable effort to honor the employee's request. However, the City has the right to make the final decision.

B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours of overtime. The minimum does not apply when an employee is ordered to work beyond the employee's regular shift, or is ordered to report to work within one (1) hour of the ordinary starting time.

ARTICLE XI

Grievance Procedure

Section 1. A grievance is defined as any difference between the Employer and the Union or any employee, with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled as follows:

Step I. The grievance shall be presented informally and orally to the employee's immediate supervisor within two (2) working days after the occurrence of the event giving rise to the grievance. If the supervisor cannot resolve the grievance immediately, the grievance shall be deemed denied and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance to the employee's immediate supervisor in writing within three (3) calendar days after the oral answer of the supervisor was given or was due. The grievance shall contain a statement from the employee specifying the facts of the alleged violation and the provisions of the Agreement that were in dispute, together with a statement from the employee specifying what relief or remedy is desired. The employee's supervisor shall investigate the grievance and issue a decision in writing within a period of three (3) calendar days. The failure of the employee's supervisor to issue a written decision within said three (3) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the aggrieved employee may present the grievance in writing to the Mayor within five (5) calendar days after the answer of the employee's supervisor was given or was due, whichever is later, and shall contain the same information as was submitted to the employee's supervisor. The Mayor shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days. The failure of the Mayor to issue a decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step IV. If the grievance is not settled in Step III, the aggrieved employee may appeal to arbitration. The employee shall, within five (5) calendar days from the date that the answer provided for in Step III was given or was due, whichever is later, request arbitration by written notice submitted to the Mayor. The written notice shall be signed by the employee and shall contain a statement specifying the facts of the alleged violation and the provisions of the Agreement that were in dispute, together with a statement specifying the relief or remedy desired. When a timely request has been made for arbitration, a representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union, if the employee so chooses. The Union may also process a grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee or the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times, as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. An arbitrator selected pursuant to the provisions of Step V shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) calendar days, unless the parties grant an additional extension of time. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustment, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive for more than twenty-four (24) days of the date on which the dispute was first presented as grievance.

Section 7. The Employer and the Union will share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court report, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE XII

Holidays

Section 1. Subject to and in accordance with the provisions of this Article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays, to-wit: New Year's Day, Christmas Day, Memorial Day and Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving, and one (1) floating holiday of the employee's choice.

Section 2. If a holiday falls on a Saturday, it will be observed on the preceding Friday, and if on a Sunday, it will be observed on the following Monday. The holiday will begin at 7:00 a.m. on the day of the Holiday and shall end at 7:00 a.m. twenty-four (24) hours later.

Section 3. In order to be eligible to receive holiday pay, an employee must have been in the employ of the Employer for not less than sixty (60) calendar days, and, unless excused, must report for work on the last scheduled work-day before the holiday and on the first scheduled work-day after the holiday. No employee who has been laid off or discharged, or who is under suspension, or who is on an unpaid leave of absence will be eligible for holiday pay.

Section 4. If a holiday occurs during an employee's vacation, the number of days counted against vacation shall be decreased by the number of holidays occurring during the vacation period.

Section 5. If an employee is required to work on any holiday, the employee shall receive one and one-half times the employee's regular hourly rate of pay for all hours actually worked and, in addition thereto, shall receive one (1) paid day off. The employee may request compensatory time off in lieu of cash payment and the City will make reasonable effort to honor the request.

ARTICLE XIII

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, an employee will start to earn vacation as of the employee's date of hire, and all vacation shall be earned by an employee after continuous service pursuant to the following schedule:

<u>Year of Continuous Service</u>	<u>Vacation Period Allowed</u>
After 1 year of continuous service	1 week per year
After 2 years of continuous service	2 weeks per year
After 8 years of continuous service	3 weeks per year
After 15 years of continuous service	4 weeks per year

Section 2. For purposes of this Article, a week is defined as five (5) working days.

Section 3. The purpose of vacation is to enable to employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

- a) All vacation earned must be taken by the employee prior to the employee's next anniversary date, unless a vacation was scheduled by the employee, canceled by the Employer, and not able to be taken prior to the employee's next anniversary date. The employee's supervisor may allow not to exceed one (1) week of vacation to be carried over to the next year. This permission shall be given to the employee in writing and shall be inserted in the employee's personnel file.
- b) No employee shall be entitled to vacation pay in lieu of vacation.
- c) An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken; and an employee who has completed one (1) full year of service and who voluntarily terminates giving two (2) weeks' prior notice to the Employer, dies or is laid off, shall receive any vacation earned during the employee's current anniversary year on a pro-rata basis.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee so long as the selected time does not conflict with the operation of the Employer. The employee's supervisor will cause to be posted a vacation schedule setting out the dates available for employee vacations, any Employer restrictions regarding those dates or the number of employees that may be on vacation at one time, and the date by which each employee must have selected the employee's preference for vacation period. Each employee shall indicate the employee's preference for vacation period by the date stated on the vacation schedule. Failure of an employee to indicate the employee's preference by the date indicated constitutes a forfeiture of seniority rights for the purpose of choosing vacation periods.

ARTICLE XIV

Leaves of Absences

A. Sick Leave

Section 1. Sick leave shall be used for personal illnesses and injury, including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while employed for pay by a different Employer who is covered by workers compensation or has a self-insurer program.

Section 2. An employee shall earn one and one-fourth (1 1/4) day of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred twenty (120) working days. A probationary employee will not be allowed sick leave until the employee completes the probationary period, to which time such employee will be credited with the number of days earned from the employee's date of hire; provided that if a probationary employee is injured on the job, the employee may use accumulated sick leave earned during the probationary period in accordance with the provisions of Section 7 hereafter.

Section 3. Except in cases of serious confining illnesses, sick leave will not be paid on the first working day immediately preceding or following a holiday. An employee who is shown to have been away from the employee's home or confinement area (hospital, clinic, etc.) on the day before or after a holiday will be denied sick leave and holiday pay for that period.

Section 4. The Employer reserves the right to require a physician's certification for any absence due to sickness or injury. If the employee misses work for three (3) consecutive days, the certification is to be obtained by the employee at the employee's cost. Also, commencing with the fourth occasion during the contract year when an employee misses work and claims sick leave, the certification is to be obtained by the employee at the employee's cost.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 6. Employees having at least eight hundred (800) hours of accumulated unused sick leave at retirement shall be entitled to receive continued Employer paid health insurance premium payments up to maximum of \$2500.00.

Section 7. In the event of an on-the-job injury, the employee must report the same to the Employer immediately, and must cooperate with the Employer in providing relevant information pertaining to the occurrence. In the event that the injury is not immediately evident, the employee must report the injury within twenty-four (24) hours after it becomes evident. The employee shall retain the benefits received from workers compensation. No employee is entitled to receive paid sick leave benefits and workers compensation benefits for the same injury, except that an employee may use accumulated sick leave for the first three (3) days after an injury, provided that if the employee's absence extends for a sufficient time to pay for the first three (3) days, the same shall be reimbursed to the Employer and the employee shall be credited with an amount of sick leave equal to the reimbursement made, and except that the employee may use accumulated sick leave to complement workers compensation to the extent that an employee receives a total sum of money from workers compensation and from sick leave which is equal to the employee's take-home pay for a normal forty (40) hour week.

B. Funeral Leave

Section 1. A regular or probationary employee will be granted not to exceed three (3) full days of paid leave to attend the funeral of the employee's spouse, child, sister or brother, or to attend the funeral of a parent of the employee or the employee's spouse. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.

Section 2. An employee who has completed the probationary period may be granted additional time off as requested by the employee due to such a death if approved by the Mayor. Any such additional time off shall be charged against the employee's accumulated sick leave.

Section 3. A regular employee will be granted not to exceed one (1) day of paid leave to attend the funeral of an employee's or spouse's grandparent, grandchild, uncle, aunt or first cousin, or to attend the funeral of a spouse's brother or sister.

Section 4. A regular employee will be granted not to exceed one-half (1/2) day of paid leave to act as Honor Guard at a funeral.

C. Jury Duty

Section 1. An employee who has completed the probationary period and is selected for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive regular wages and shall turn over to the Employer jury service fee.

Section 2. An employee who is summoned for jury duty but is not selected, or who is released from jury duty by 12:00 noon on a normal workday, shall return to work.

Section 3. If an employee is called for jury duty, the employee shall promptly notify the employee's immediate supervisor.

D. Military Service

Section 1. All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, Naval, or Air Forces or Nurse Corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

E. Maternity Leave

Section 1. An employee who has completed the probationary period and who is anticipating a maternity leave may be entitled to a leave of absence without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

Section 2. The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work on such date, or any other date, by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

F. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and approved by the Employer in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (a-d) for leave not exceeding fifteen (15) working days.

Section 5. Exceptions to the provisions of this entire article shall be made in accordance with the Federal Family and Medical Leave Act.

G. Personal Leave

Section 1. Each employee shall be granted two (2) days, sixteen (16) hours, paid personal leave per year. Such leave must be requested and approved in advance similar to requests for vacation time off.

H. Release Time

Section 1. Union Representatives shall be allowed paid released time for the purpose of attending proceedings set forth in the Code of Iowa, Chapter 20. Stewards shall be allowed reasonable time to attend the duties required of them under the grievance procedure set forth in this Agreement. A maximum of two employees shall be allowed paid release time for the purpose of attending bargaining negotiations. Release time shall be paid at the straight time rate and will not count toward the accumulation of overtime.

ARTICLE XV

Job Classification

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) consecutive working days, the employee shall receive at last the minimum hourly rate for the higher rated job classification beginning on the twenty-first (21st) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the temporary assignment.

Section 2. In the event that the Employer shall create a new job classification during the period of this agreement, the Employer shall notify the Union thereof, and the Union shall have the right to negotiate with the Employer for the wages of the new job classification.

ARTICLE XVI

Insurance

A. Medical and Major Medical Insurance

Section 1. The Employer shall maintain for each employee a medical and hospital insurance policy, benefits of which are comparable to, but not identical to, the policy presently in existence. The City and individual employees shall split the payment of premiums and increases that are adopted by the City by the following ratios: 13.5% Employee and 86.5% City for the Single coverage. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier, shall be made by the Employer, and shall not be an issue of grievance by the employee(s). The employee will be covered in accordance with the terms of the policy. Employees shall be allowed to make an annual selection of their coverage levels. Annual Single Deductibles shall not exceed four hundred dollars (\$400) and the Maximum Out-Of-Pocket shall not exceed one thousand four hundred fifty dollars (\$1450).

B. Life Insurance

Section 1. The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Fifteen Thousand Dollars (\$15,000). The employee will be covered in accordance with the terms of the policy. The employee may, to the extent permitted by the company, purchase additional life insurance at the employee's cost which shall be deducted from the employee's wages.

C. Dental Insurance

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a dental insurance policy, the benefits of which are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer, and shall not be grievable. The employee will be covered in accordance with the terms of the policy.

D. Family Coverage

Section 1. An employee may elect to cover their family under the medical/hospital, dental and prescription insurance policies. The City and individual employees shall split the payment of premiums and increases that are adopted by the City by the following ratios: 19.7% Employee and 80.3% City for the Family coverage. Annual Family Deductibles shall not exceed eight hundred dollars (\$800) and the Maximum Out-Of-Pocket shall not exceed two thousand nine hundred dollars (\$2900).

Section 2. The Employer shall provide for employees to voluntarily participate in the IRS Section 125 plan as it relates to insurance premiums paid by the employee.

E. EARLY RETIREMENT INSURANCE

Section 1. If an employee has completed twenty (20) years of full-time employment for the City of Centerville and has attained fifty-five (55) years of age as of the date of retirement from the City, the City shall pay an amount equal to fifty percent (50%) of the cost of the single insurance premium of the City's group medical and dental plan for a retiree until the retiree attains sixty-five (65) years of age or is otherwise eligible for Medicare, whichever is first to occur. The retiree can elect family coverage upon payment of the balance of the total insurance premium.

ARTICLE XVII

Health and Safety

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto. The Employer shall comply with all applicable guidelines and procedures established by OSHA and the City to ensure safe employee working conditions. In the event an employee's supervisor does not provide satisfactory relief for an employee's concern regarding a safety violation, said employee may present his/her concern to the Mayor prior to initiating the grievance procedure.

Section 2. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards, and all such motor vehicles and equipment shall be used properly by the employee, and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 3. An employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the employee's supervisor, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the employee's supervisor.

Section 4. The City will furnish each employee with all protective clothing and devices, which shall include, but not be limited to rubber boots, rubber gloves, raincoats, safety harness, and gas meter. A requirement of employment shall be the use of OSHA approved steel-toed footwear. The City shall reimburse employees for footwear, not to exceed seventy-five dollars (\$75) within a twelve-month period or one hundred and fifty dollars (\$150) within a twenty-four month period. If an employee is required to wear protective clothing or any type of protective device as a condition of employment, the failure to wear the protective device shall constitute grounds for disciplinary action, up to and including dismissal.

Section 5. If the Employer requires an employee to obtain a physical examination, the employer shall pay for the cost of the examination.

ARTICLE XVIII

Wages

Section 1. Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Appendix "A", and by this reference made a part hereof.

Section 2. The Employer shall pay for the employee's services on a bi-weekly basis with payday being the Friday following the end of each bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday.

Section 3. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

ARTICLE XIX.

Supplemental Pay

A. State Certification

Section 1. In the event that an employee in the classification of wastewater operator receives state certification and holds a collection license therefore, he/she shall receive the additional sums as follows:

Grade 1 License	-	\$150.00 per month
Grade 2 License	-	\$187.50 per month
Grade 3 License	-	\$225.00 per month

Each employee shall be paid the full amount due for the months worked during the calendar year in one lump sum with the first regular pay day in December each year.

B. Longevity Pay

Section 1. Each employee shall receive two (2) cents per hour per year of employment beginning with the completion of five (5) years of employment.

C. Leadman Pay

Section 1. An employee shall be paid two dollars and seventy-five cents (\$2.75) per hour to act as the Leadman in the absence of the Street Commissioner.

ARTICLE XX.

Discipline and Discharge

- A. All disciplinary action shall be subject to the grievance procedure.

ARTICLE XXI.

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. An employee must be a resident of the State of Iowa at the time of the employee's appointment and shall remain a resident of the State during the employee's employment with the Employer. An employee must live within Appanoose County, Iowa.

ARTICLE XXII

Effective Period

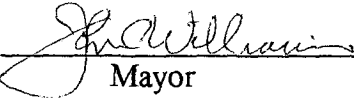
Section 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.

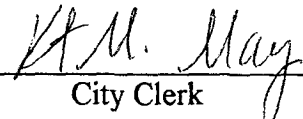
Section 2. This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 16th day of March, 2005.

Employer


CITY OF CENTERVILLE, IOWA


By:  3-15-05
Mayor

By:  3-15-05
City Clerk

Union

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
LOCAL NO. 2003, IUPAT, AFL-CIO

By: 
Business Representative 3-3-05

By:  3/15/05
Bargaining Committee Member

By:  3-16-05
Bargaining Committee Member

Appendix "A"

Wage Schedule

Effective July 1, 2005

<u>Classification</u>	<u>Beginning Salary</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Maintenance	\$11.96	\$13.08	\$13.65
Working Foreman			\$15.13
Waste Water Operator	\$11.96	\$13.08	\$13.65
Mechanic	\$13.91	\$14.03	\$14.21
Chief Mechanic	\$14.60	\$15.00	\$15.44

Effective July 1, 2006

<u>Classification</u>	<u>Beginning Salary</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Maintenance	\$12.40	\$13.52	\$14.09
Working Foreman			\$15.57
Waste Water Operator	\$12.40	\$13.52	\$14.09
Mechanic	\$14.35	\$14.47	\$14.65
Chief Mechanic	\$15.04	\$15.44	\$15.88

Effective July 1, 2007

<u>Classification</u>	<u>Beginning Salary</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Maintenance	\$12.84	\$13.96	\$14.53
Working Foreman			\$16.01
Waste Water Operator	\$12.84	\$13.96	\$14.53
Mechanic	\$14.79	\$14.91	\$15.09
Chief Mechanic	\$15.48	\$15.88	\$16.32